

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Luis Acosta, on behalf of himself and all)
other similarly situated persons, known)
and unknown,)
Plaintiffs,) Case No. 15-cv-8942
)
v.) Judge Sara L. Ellis
)
El Ranchito Food, Inc., and Inaam Ayyash) Magistrate Judge Mary M. Rowland
individually,)
Defendants.)

**JOINT MOTION FOR COURT APPROVAL OF SETTLEMENT
AND DISMISSAL OF PLAINTIFF'S CLAIMS**

NOW COMES Defendants El Ranchito Market, Inc. (incorrectly identified as “El Ranchito Food, Inc.”) and Inaam Ayyash (collectively, “Defendants”) and Luis Acosta (“Plaintiff”) (together, with Defendants, the “Parties”), by and through their respective attorneys, jointly move for the Court to approve the settlement entered between Defendants and Plaintiff and submitted to the Court for *in camera* inspection. In support of the motion, the Parties state as follows:

1. On October 13, 2015, Plaintiff filed a Complaint in the United States District Court for the Northern District of Illinois, Eastern Division (the “Court”) against Defendants alleging violations of the Fair Labor Standards Act (“FLSA”) and the Illinois Minimum Wage Law (“IMWL”).
2. Following negotiations between counsel for Defendants and counsel for Plaintiff, Defendants and Plaintiff have reached a mutually satisfactory settlement.
4. When an employee asserts a claim against his employer or former employer for wages under the FLSA or IMWL, any settlement of that claim requires a court to review the

settlement for fairness. *Walton v. United Consumers Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986) (FLSA); *Lewis v. Giordano's Enters., Inc.*, 921 N.E.2d 740, 751 (1st Dist. 2009) (IMWL).

5. The Confidential Settlement Agreement and General Release (the "Agreement") entered into between Plaintiff and Defendants has been submitted to the Court for *in camera* inspection.

6. The Parties request the Court approve the Agreement because it is a fair and reasonable resolution of bona fide disputes over wages under the FLSA and IMWL between Plaintiff and Defendants.

7. Upon approval of the Agreement, the Parties further request the dismissal of Plaintiff's claims without prejudice that will become with prejudice on June 30, 2016, absent a motion to enforce the Parties' settlement of this matter, and with each party to bear his or its own attorneys' fees and costs except as otherwise agreed.

WHEREFORE, for the foregoing reasons, Plaintiff and Defendants respectfully request that this Court enter an Order approving the Confidential Settlement Agreement and General Release as a fair and reasonable resolution of bona fide disputes under the FLSA and IMWL between Plaintiff and Defendants, and dismiss without prejudice that will become with prejudice on June 30, 2016, absent a motion to enforce the Parties' settlement of this matter, and with each party to bear his or its own attorneys' fees and costs except as otherwise agreed.

By: /s/ Susan J. Best
One of Plaintiffs' Attorneys

Susan J. Best
Raisa Alicea
Consumer Law Group
6232 N Pulaski Rd #200
Chicago, IL 60646

By: /s/Kirsten A. Milton
One of Defendants' Attorneys

Kirsten A. Milton
Melanie I. Stewart
Jackson Lewis P.C.
150 N. Michigan Avenue, Suite 2500
Chicago, IL 60601

Telephone: (312) 445-9662
Facsimile: (888) 270-8983
Email: sbest@yourclg.com
ralicea@yourclg.com

Telephone: (312) 787-4949
Facsimile: (312) 787-4995
Email: kirsten.milton@jacksonlewis.com
melanie.stewart@jacksonlewis.com

CERTIFICATE OF SERVICE

I, Kirsten A. Milton, an attorney, hereby certify that on April 5, 2016, I electronically filed a copy of the foregoing **Joint Motion For Court Approval of Settlement and Dismissal of Plaintiff's Claims** with the Clerk of the Court using the CM/ECF system, which will send a notice of all attorneys of record.

By: /s/ Susan J Best
One of the Attorneys for Plaintiff